

**Town of Warrenton, Virginia**

**Request For Proposal: Provision of Legal Services**

**RFP Number: #02-017**

**Closing Date: Wednesday, July 31, 2002**

**All proposals must be received by the closing date and time to be considered responsive.**

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**One (1) original and four (9) copies** of the RFP's shall be mailed or delivered to:

***Town of Warrenton  
Purchasing Agent  
18 Court Street  
P.O. Drawer 341  
Warrenton, Virginia 20188***

All inquiries for information regarding procurement procedures, selection criteria, proposal submission requirements or other fiscal/administrative concerns shall be directed to:

Purchasing Agent  
Telephone #(540)347-1102  
e-mail [staff@ci.warrenton.va.us](mailto:staff@ci.warrenton.va.us)

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address: \_\_\_\_\_

\_\_\_\_\_ Telephone #: \_\_\_\_\_

\_\_\_\_\_ Fax #: \_\_\_\_\_

Submitted by: \_\_\_\_\_  
Printed name

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

FIN/SSN: \_\_\_\_\_

**CERTIFICATION PAGE**  
**RETURN THIS PAGE WITH PROPOSAL SUBMISSION**

1. Purpose

The Town of Warrenton is seeking a qualified attorney or law firm to provide consulting services as well as legal representation to the best possible extent on an as needed basis. The Town of Warrenton reserves the right to award multiple contracts in order to obtain the best qualified attorney(s) or law firm(s) for representation in various areas. It is the Town's intent to award a contract to one or more firms, depending on areas of specialization and local needs.

2. Background

The Town of Warrenton has a population of 7,100. Previous requirements for legal consultation/representation were in the areas of workers' compensation, employment law, easements, contract reviews, zoning and planning issues, prosecution of civil and criminal cases, purchase and sale of real property, legal opinions, attendance at a variety of public meetings, representation on contract difficulties.

3. Scope of Services

The successful individual/firm shall demonstrate the capability to provide comprehensive professional services in the areas listed herein. The Town of Warrenton reserves the right to make separate award of contracts for the various services in the best interest of the Town.

- 3.1 General Counsel – ability to perform a wide variety of legal tasks and to represent the Town of Warrenton, Town Council and the administrative staff in all aspects of general legal matters.
- 3.2 Contracts – ability to prepare contracts, review documents, review correspondence, drafting replies to controversial legal questions, and advising of the legal impact of Town of Warrenton adopted policies, rules, and regulations.
- 3.3 Labor Relations – ability to fully represent the Town Of Warrenton in the area of labor relations. Offeror must be able to demonstrate the extent to which experience and training establishes the basis for expertise.
- 3.4 Legislative Affairs – ability to provide consultation in relation to matters adopted by, under consideration of, or pending before the Virginia General Assembly.
- 3.5 Regulatory Affairs – ability to provide consultation in relation to matters that are affected by Boards, Commissions, and Agencies of the Commonwealth of Virginia, Town Of Warrenton, and the Federal Government.

4. Legal Advice and Counsel

The Offeror must be available for frequent contact either in personal meetings or via telephone. Principal officer(s) must be within a reasonable distance of the Town of Warrenton Municipal Building at 18 Court Street, Warrenton, VA 20186. Offerors must describe the type of client/lawyer relationship that will be offered. Since the proposal concerns a comprehensive legal program, obviously certain areas of legal specialty will require the involvement of more than one individual. Explain the assignment of legal request (i.e., would attorneys be assigned routine responsibility for special areas, or would all requests be directed to a lead attorney who would then assign specialists.)

5. Experience

Offeror shall outline and demonstrate extensive experience in the practice of law before local, state, and federal courts. The successful offeror must be licensed to practice law in the Commonwealth of Virginia, Fauquier County, Town Of Warrenton, United States District Court, and Supreme Courts of the Commonwealth of Virginia and the United States.

6. Financial Arrangement

The Town Of Warrenton wishes to understand the basis at which your firm proposes the financial arrangement. It is not the intent of this section to require offeror to provide amounts or exact charges for services rendered, rather to define in general terms the various types of financial arrangements being proposed. If a retainer is being offered, define exactly what is meant by this term. If a minimum annual contract, define what would be included in such an arrangement. If a minimum fee per year plus hourly charges, please define.

The Town Of Warrenton is not requiring offerors of professional services to offer fees or charges for services, and it must be understood by all that all financial arrangements that are offered are to be general in nature and non-binding at this point in the proposal process.

7. Professional Negotiations and Evaluation

All offers shall be evaluated by a committee comprised minimally of members of the Warrenton Town Council. Individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses, and with emphasis on professional competence, to provide the required services will be conducted with the evaluation committee. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

Criteria for evaluation and points assigned will be:

1. Responsiveness to proposal.
2. Ability to meet and fulfill the goals set forth in the proposal.
3. Cost.
4. Contract terms.

8. *CONTRACTUAL REQUIREMENTS:*

8.1 General Terms and Conditions

8.1.1 *Applicable Law and Courts:*

Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto, shall be brought in the courts, resolved in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

8.1.2. *Ethics in Public Contracting:*

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Town of Warrenton. By submitting their proposals, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

8.1.3. *Immigration Reform and Control Act of 1986:*

By submitting their proposals, the offerors certify that they do not, and will not, during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

8.1.4. *Anti-Trust:*

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Town Of Warrenton all rights, title and interest in and to all causes of the action it may now have, or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Town Of Warrenton under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.

8.1.5. *Payment to Subcontractors:*

A contractor awarded a contract under this solicitation is hereby obligated:

8.1.5.1 To pay the subcontractor(s) within seven (7) days of the consultant's receipt of payment from the Town Of Warrenton for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

8.1.5.2 To notify the Town Of Warrenton and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Town Of Warrenton, except for amounts withheld as stated above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town Of Warrenton.

8.1.6. *Qualifications of Bidders or Offerors:*

The Town Of Warrenton may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to the Town Of Warrenton all such information and data for this purpose as may be requested. The Town Of Warrenton reserves the right to inspect

offerors' physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Town Of Warrenton further reserves the right to reject any proposal if the evidence submitted by or investigations of, such offeror fails to satisfy the Town Of Warrenton that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

8.1.7. *Assignment of Contract:*

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Town Manager.

8.1.8. *Default:*

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town Of Warrenton, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Town Of Warrenton may have.

8.1.9. *Non-Appropriation:*

All funds for payments of items ordered under this agreement are subject to the availability of the Town Of Warrenton's appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event of non-appropriation of funds by the Town Of Warrenton for the items under this contract, the Town Of Warrenton will terminate this contract. Written notice will be provided to the contractor as soon as possible after Town Of Warrenton action is completed.

8.1.10 *Anti-Discrimination:*

By submitting their offer, offerors certify to the Town Of Warrenton that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provisions in A and B below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, handicap, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

2. The contractor will include the provisions of 1.above in every subcontract or purchase order over \$20,000, so that the provisions will be binding upon each subcontractor or offeror.

8.1.11. *Debarment Status:*

By submitting their proposals, offerors certify that they are not currently debarred from submitting bids or proposals on contracts by the Town Of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Town Of Warrenton.

8.1.12. *Mandatory Use of Town Of Warrenton Form and Terms and Conditions:*

Failure to submit a proposal on the official Town Of Warrenton's form provided for that purpose, if attached to the RFP, may be a cause for rejection of the proposal. Return of the complete document is required. Modification of, or additions to, the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Town Of Warrenton reserves the right to decide on a case by case basis, in its sole discretion, whether to reject such a proposal.

8.1.13. *Invoices:*

Invoices for services ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the contract. All invoices shall show the Town Of Warrenton RFP contract number.

8.1.14. *Payment Terms:*

Payment shall be made within thirty-days (30) of acceptance of the invoice by the Town Manager.

8.1.15. *Disputes:*

Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contractor from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

8.1.16 *Protest of Award or Decision to Award:*

Any offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Department no later than ten (10) days after the award announcement or the decision to award, whichever comes first. No protest shall claim that the selected offeror is not a responsible offeror. The written protest shall include the basis for the protest and the relief sought.

8.1.17 *Advertising:*

In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Town Of Warrenton will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Town Of Warrenton or any department of the Town Of Warrenton has purchased or uses its products or services.

8.1.18 *Audit:*

The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Town Of Warrenton, whichever is sooner. The Town Of Warrenton, its authorized agents, and/or Town of Warrenton's auditors shall have full access to and the right to examine any of said materials during said period.

8.1.19 *Availability of Funds:*

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

8.1.20 *Cancellation of Contract:*

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

8.1.22 *Indemnification:*

Contractor agrees to indemnify, defend and hold harmless the Town Of Warrenton, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to the failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

8.1.23 *Insurance:*

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage as required at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGE AND LIMITS REQUIRED:

Commercial General Liability

Liability per year (aggregate)	\$2,000,000
Liability per occurrence	\$1,000,000
Medical Payments to Others	\$ 5,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Fire Legal Liability	\$ 50,000

Business Automobile Policy

Combined Single Limits	\$1,000,000
Medical Payments	\$ 1,000
Uninsured Motorist	\$1,000,000

Workers Compensation and Employers Liability

Statutory Coverages	Virginia
Coverage B Limits	\$100/\$500/\$100,000
Umbrella Liability	
Limits Per Occurrence	\$1,000,000
Limits Per Year	\$1,000,000
Professional Liability	
Limits per Claim	\$5,000,000
Limits per Year	\$5,000,000

8.1.24 *Subcontracts:*

No portion of the work shall be subcontracted without prior written consent of the Town Manager. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Town Manager the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

8.1.25 *Official Not to Benefit:*

Each offeror shall certify upon signing a proposal that, to the best of their knowledge, no Town Of Warrenton official or employee having official responsibility for the procurement transaction or member of his or her immediate family has received or will receive any financial benefit or more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment or recession of the contract made, or could affect payment pursuant to the terms of the contract.

Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with bid, proposal or contract, and that the contractor failed to disclose such benefit or has inadequately disclosed it. The Town Of Warrenton, as a prerequisite to payment pursuant to the contract, or any time, require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

In the event the Offeror has knowledge of benefits as outlined above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the offeror shall address the disclosure of such facts to:

Town Of Warrenton  
Town Manager  
18 Court Street  
P.O. Drawer 341  
Warrenton, VA 20188

The Request for Proposal Number should be referenced in the disclosure.



8.1.26 *Late Proposals:*

To be considered for selection, proposals must be received by Purchasing Agent by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine located in the Purchasing Department. Proposals received in the Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. The Town Of Warrenton is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any internal Town Of Warrenton mail system. It is the sole responsibility of the offerors to ensure that its proposal reaches the Purchasing Department by the designated date and hour.

8.1.27 *Contract Inclusion:*

The contents of the proposals submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the Town Of Warrenton.

8.1.28 *Ownership of Documents:*

Any reports, studies, photographs, negatives, or other documents prepared by the offeror in the performance of its obligations under this contract shall be the exclusive property of the Town Of Warrenton, and all such materials shall be remitted to the Town Of Warrenton by offeror upon completion, termination or cancellation of this contract. Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of offeror's obligations under this contract without the prior written consent of the Town Of Warrenton.

8.2 Special Instructions to Offeror

8.2.1 *Evaluation of Proposals and Selection Factors:*

The General Terms and Conditions set forth certain criteria which will be used in the receipt of proposals and selection of the successful firm. In addition, the criteria set forth below will be considered.

8.2.1.1 Proposals will first be examined to eliminate those which do not respond to stated submittal format and requirements, and to identify the most promising responses.

8.2.1.2 Proposals will then be evaluated in detail, and two (2) or more may be selected as deemed by Town Of Warrenton to be most qualified and best suited on the basis of the factors involved in the Request for Proposal.

8.2.1.3 Selected offerors may be requested to present and explain their proposals to an evaluation committee and furnish any additional information sought by the evaluation committee.

8.2.1.4 Negotiations will then be conducted with offerors having the most qualified proposals. Non-binding cost estimates shall be considered, but need not be the sole determining factor.

8.2.1.5 After negotiations have been conducted with each offeror so selected, the Town Of Warrenton shall award the contract to the offeror who has made the best proposal based on a recommendation made by the evaluation committee. If a contract satisfactory and advantageous to the Town Of Warrenton cannot be reached with offeror ranked #1,

negotiations will be formally terminated and negotiations with the offeror ranked #2 will be conducted and so on until a contract can be reached.

- 8.2.1.6 The Town Of Warrenton may cancel this Request for Proposal or reject proposals at any time prior to an award, and are not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359, Code of Virginia.) Should the Town Manager determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.
- 8.2.1.7 The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- 8.2.1.8 The Town Of Warrenton reserves the right to reject any and all proposals in whole or in part, to waive any informality, and to delete items prior to making an award.

### 8.3 Proprietary Information Clause

The following statement shall apply.

“Ownership of all data, materials and documentation originated and prepared for the Town Of Warrenton pursuant to the RFP shall belong exclusively to Town Of Warrenton and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, in writing, either before or at the time the data or material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.”

## NON-COLLUSION STATEMENT

**Must be submitted with response. Failure to submit may result in disqualification.**

I state that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this bid/offer.

I state that:

1. The prices(s) and amount of this bid/offer have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid/offer, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder/offeror or potential bidder/offeror, and they will not be disclosed before opening.
3. No attempt has been made, or will be made to induce any firm or person to refrain from bidding on this contract or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid/offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. \_\_\_\_\_ (name of firm), its affiliates subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable or any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion, except as follows:

Involvement in the above activity does not prohibit the Town Of Warrenton from accepting this bid or awarding a contract; but this may be a ground for determining whether the Town Of Warrenton should decide to award a contract based on a lack of responsibility with respect to bidding on any public contract.

6. \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Town Of Warrenton in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Town Of Warrenton of the true facts relating to submission of bids for this contract.

\_\_\_\_\_  
Name and Company Position

Sworn to and subscribed before  
Me this \_\_\_\_\_ Day of \_\_\_\_\_, 1999

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_